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Attorneys for CitiMortgage, Inc.

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

In re

SCHULTE PROPERTIES LLC,

Debtor.

CASE NO. 18-12734-MKN

CHAPTER 11

**DECLARATION OF EDDIE R. JIMENEZ
IN SUPPORT OF CITIMORTGAGE,
INC.'S MOTION FOR PROTECTIVE
ORDER OR, IN THE ALTERNATIVE,
MOTION FOR MODIFICATION OF
SUBPOENA [FED. R. CIV. PROC. 26(C);
FED R. BANKR. PROC. 7026; LBR 7037]**

I, Eddie Jimenez, declare:

1. I am over the age of 18 and am employed as a Supervising Partner by Aldridge Pite, LLP ("Aldridge Pite"), attorneys for CitiMortgage, Inc. ("Citi") in this proceeding. I am a member in good standing of the State Bar of Nevada. I have personal knowledge of the matters set forth in this declaration and, if called upon to testify, could and would competently testify thereto.

2 As part of my job responsibilities for Aldridge Pite, I have personal knowledge of and am familiar with the records maintained by Aldridge Pite in connection with this matter and the procedures for creating those types of records. I have access to and have reviewed the books, records, and files of Aldridge Pite that pertain to this matter.

1 3. The information in this declaration is taken from Aldridge Pite's business records
2 regarding this case. The records are: (a) made at or near the time of the occurrence of the matters
3 recorded by persons with personal knowledge of the information in the business record, or from
4 information transmitted by persons with personal knowledge; and (b) kept in the course of
5 Aldridge Pite's regularly conducted business activities. It is the regular practice of Aldridge Pite
6 to create and maintain such records.

7 4. On March 25, 2021, the Parties executed a confidential *Settlement Agreement and*
8 *Release* ("Settlement Agreement"). The Settlement Agreement included Melani Schulte in her
9 individual capacity, and in her capacity as the authorized managing member and agent of Schulte
10 Properties, LLC, or any other entity holding title to the Property. The Settlement Agreement
11 contained the compromise between the Parties, resolving all Claims related to the Subject
12 Accounts (including the Subject Loan), and all claims related to the Bankruptcy Cases (including
13 Bankruptcy Case No. 18-12734). Pursuant to Paragraph 5 of the Settlement Agreement Debtor
14 agreed to a broad release of any claims against Citi.

15 5. Pursuant to Aldridge Pite's records, Debtor served *Requests for Production of*
16 *Documents* ("Discovery Requests") on Citi.

17 6. On or about May 28, 2020, Citi responded to the Discovery Requests with
18 thousands of pages of documents ("Discovery Responses"). Specifically, Citi provided Debtor
19 with copies of the loan documents, filed claims, filed pleadings, payment histories, monthly
20 statements, escrow statements, and communications with the borrower. However, Citi objected to
21 several requests as irrelevant, burdensome, overbroad, vague, proprietary, confidential, or subject
22 to privilege.

23 7. Debtor failed to meet and confer with Aldridge Pite regarding the Discovery
24 Responses, file a motion to compel seeking additional production, or request a ruling on Citi's
25 objections to the Discovery Requests. In the meantime, the discovery period expired.

26 8. Citi provided Debtor with updated payment histories in connection with the Judicial
27 Settlement Conference in December 2020. Thus, the documents were either: (i) already provided
28 to the Debtor; (ii) equally available to the Debtor; or (iii) already objected to by Citi.

1 9. On May 28, 2021, the Debtor filed a *Notice of Issuance of Subpoena Duces Tecum*
2 (*"Subpoena"*) requesting production of documents from Citi. The Debtor seeks production of the
3 same documents Citi previously produced.

4 10 Following the issuance of the Subpoena, Aldridge Pite sent a Meet & Confer letter
5 to Debtor's counsel seeking to resolve the Subpoena and seeking clarification of any discoverable
6 documents the Debtor believed Citi failed to produce. To date, Citi has yet to resolve its dispute
7 with the Debtor.

8 11. Aldridge Pite has incurred attorneys' fees and costs in responding to the discovery
9 dispute.

10 I declare under penalty of perjury under the law of the United States of America that the
11 foregoing is true and correct and that this declaration was executed at San Diego, CA on June 11,
12 2021.

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17 Dated: June 11, 2021

ALDRIDGE PITE, LLP

/s/ Eddie R. Jimenez
EDDIE R. JIMENEZ
Attorneys for CitiMortgage, Inc.

